

PROGRAMMER SUBCONTRACT

THIS AGREEMENT made effective as of the ____ day of _____, _____. (the "Agreement")

BETWEEN:

_____ (insert name of corporation)
_____ (insert complete address)
(the "Corporation")

-AND-

_____ (insert name of programmer)
_____ (insert complete address)
(the "Programmer")

1. SERVICES TO BE PROVIDED

1.1 The Programmer shall provide programming services required by the Corporation from time to time in the manner determined by the Corporation in consultation with the Programmer. The parties hereto acknowledge and agree that the Programmer is not required to provide its programming services exclusively to the Corporation and may provide its programming services to other entities, provided the Programmer complies with the terms of this Agreement. The Programmer represents that it is not now a party to and shall not enter into any agreement or assignment in conflict with this Agreement.

1.2 It is understood and agreed that in entering into this Agreement and in providing its programming services pursuant to this Agreement, the Programmer is deemed to be an independent contractor and not under the control and supervision of the Corporation and nothing contained in this Agreement shall contemplate or constitute the Programmer as an employee, agent, partner, or representative of the Corporation for any purpose.

2. FEES

2.1 The Corporation shall pay the Programmer a fee of \$_____ (insert amount) per year for the first year of this Agreement. Thereafter, the Programmer's fees shall be reviewed and set by the Corporation on the anniversary date of this Agreement. The Programmer's fees may be changed without affecting any provision of this Agreement.

2.2 No deductions will be made from any monies paid to the Programmer on account of income tax and payments to Revenue Canada on account of income tax are to be the sole responsibility of the Programmer.

3. CONFIDENTIALITY

3.1 The Programmer acknowledges that as a result of the Programmer's engagement by the Corporation the Programmer shall have access to, be making use of, acquiring or adding to information and knowledge, relating to the _____ (insert specifics) technologies of the Corporation, which are confidential to and the exclusive property of the Corporation, (the "Confidential Information") and that the business of the Corporation cannot be properly protected from adverse consequences of the actions of the Programmer other than by the restrictions set forth in this Agreement.